

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

DOW JONES & COMPANY, INC.,	§	
<i>Plaintiff</i>	§	
	§	
v.	§	No. 1:22-CV-00564-DAE
	§	
THOMAS BRITTON HARRIS IV,	§	
<i>Defendant</i>	§	

ORDER

Before the Court are two motions filed by Defendant Harris objecting to portions of declarations from Robert Walkley—the Director of IP Protection and Monetization for Plaintiff Dow Jones & Company, Inc., *see* Dkt. 45-3, at 2—filed by Dow Jones in support of its motion for partial summary judgment and its response to Harris’s motion for summary judgment. Dkts. 49, 55. The District Judge referred the motions to the undersigned for disposition, and the Court set the motions for hearing. After considering the parties’ filings, the arguments at that hearing, and the applicable law, the Court announced its rulings on the objections, and the reasons for those rulings, on the record. This written order memorializes those rulings.

The Court **GRANTS IN PART and DENIES IN PART** Harris’s motion at Dkt. 49 (addressing the declaration found at Dkt. 45-3) and rules on the objections asserted in that motion as follows:

Paragraphs 6, 9: SUSTAINED.

Paragraph 10: SUSTAINED IN PART and OVERRULED IN PART. With the inadmissible portion struck through, the paragraph reads as “Harris ~~agreed to the~~

~~Terms of Use (attached as Exhibit E to the Complaint) when he~~ renewed his subscriptions to Barron's and The Wall Street Journal in 2017 and 2018.”

Paragraphs 13, 14, 15, 17: SUSTAINED.

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The Court likewise **GRANTS IN PART and DENIES IN PART** Harris's motion at Dkt. 55 (addressing the declaration found at Dkt. 47-2) and rules on the objections asserted in that motion as follows:

Paragraph 8: SUSTAINED IN PART and OVERRULED IN PART. With the inadmissible portions struck through, and the language re-ordered to make the statement more readable, the paragraph reads as “~~When~~ Harris subscribed to the digital editions of The Wall Street Journal on July 1, 2010, ~~he agreed to the then-effective[.]~~ [A] true and correct copy of [the Subscriber Agreement and Terms of Use] is attached as Exhibit H (‘2010 Terms of Use’).”

Paragraph 9: SUSTAINED.

Paragraph 12: SUSTAINED IN PART and OVERRULED IN PART. With the inadmissible portions struck through, and the language re-ordered to make the statement more readable, the paragraph reads as “~~Harris agreed to~~ [T]he Dow Jones Terms of Use, ~~which~~ were updated on November 25, 2015[,] and attached as Exhibit E to the Complaint (‘2015 Terms of Use’) (collectively with the 2012 Terms of Use, the ‘Terms of Use’), ~~when~~ [; Harris] re-subscribed to Barron's and The Wall Street Journal in 2017 and 2018.”

Paragraphs 15, 18, 19: SUSTAINED.

SIGNED June 17, 2024.



DUSTIN M. HOWELL
UNITED STATES MAGISTRATE JUDGE